

In re: ) Chapter 11  
)  
Delphi Corporation, et al. ) Case No. 05-44481 (RDD)  
) (Jointly Administered)

Response to 19th Omnibus Objection to Claims by Delphi Corporation, *et al*; Sierra Liquidity Fund, LLC (Assignee); SMK Electronics Corp USA (Assignor), Claim No. 11615

from: Sierra Liquidity Fund, LLC (Assignee); SMK Electronics Corp USA (Assignor), Claim No. 11615, 2699 White Road, Ste. 255, Irvine, CA 92614, (949) 660-1144, ext. 17, fax: 949-660-0632, [saugust@sierrafunds.com](mailto:saugust@sierrafunds.com), [tganza@sierrafunds.com](mailto:tganza@sierrafunds.com)

to: Chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004

Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Attn: General Counsel)

Counsel for the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, IL 60606 (Attn: John Wm. Butler, Jr., John K. Lyons, and Randall G. Reese)

re: Sierra Liquidity Fund, LLC (Assignee); SMK Electronics Corp USA (Assignor), Claim No. 11615

date: Thursday, August 09, 2007

Sierra Liquidity Fund, LLC ("Sierra") has received the Debtor's 19th Omnibus Objection to claims requesting that the above claim in the amount of \$12,665.01 be reduced and modified to \$1,155.00 on the basis that the claim and asserted liability are incorrect amounts or are overstated.

Sierra Liquidity Fund, LLC (Assignee) and SMK Electronics Corp USA (Assignor) ("SMK") Object to this Objection.

1. Please find attached sufficient documentation supporting the filed Proof of Claim # 11615 in an amount of **\$12,665.01**.
2. Upon review of the filed Proof of Claim and supporting documentation, we dutifully request that Debtors and the Court allow Claim # 11615 for the full filed amount of \$12,665.01 as liquidated and undisputed.
3. To expedite this matter, we suggest a Stipulation Agreement be prepared for the amount of \$12,665.01 and sent immediately to Sierra's attention for signature.
4. Copies of the following have been enclosed with this response: The Notice of 19th Omnibus Objection to Claim # 11615, the transfer agreement executed between Sierra Liquidity Fund, LLC (Assignee/Transferee) and SMK Electronics Corp USA (Assignor), Proof of Claim # 11615 as originally filed by Sierra Liquidity Fund, LLC as Assignee and Attorney-In-Fact for SMK Electronics Corp USA (Assignor) and the supporting documentation requested for claim # 11615 evidencing the amount of \$12,665.01 owed on Claim # 11615 filed by Sierra Liquidity Fund, LLC; Assignor: SMK Electronics Corp USA **The supporting documents in Proof of Claim # 11615 include Invoices, Purchase Orders, and Proof of Deliveries.**
5. Sierra and SMK Electronics Corp USA see no basis on behalf of the Debtor for the proposed reduction and modification of Claim # 11615, as the supporting claim documentation (Invoices, Purchase Orders, and Proofs of Deliveries) clearly show a preponderance of evidence that the claim in the amount of **\$12,665.01** remains due and owing as a valid unpaid pre-petition unsecured claim.
6. Sierra and SMK Electronics Corp USA do not object to the proposed Modified Debtor for which Claim # 11615 is against.

Please contact any of the following at your earliest convenience to resolve the objection.

Sierra Liquidity Fund, LLC Assignee and Attorney-In-Fact for SMK Electronics Corp USA

Scott August  
949-660-1144, ext. 17  
[saugust@sierrafunds.com](mailto:saugust@sierrafunds.com)

Tammy Garza  
949-660-1144 ext. 22  
[tganza@sierrafunds.com](mailto:tganza@sierrafunds.com)

Jim Riley  
949-660-1144 ext. 16  
[jriley@sierrafunds.com](mailto:jriley@sierrafunds.com)

## Transfer of Claim

### Delphi Corporation, Delphi Automotive Systems, LLC, et al.

This agreement (the "Agreement") is entered into between SMK Electronics Corp USA ("Assignor") and Sierra Liquidity Fund, LLC or assignee ("Assignee") with regard to the following matters:

1. Assignor in consideration of the sum Percent) of the current amount outstanding on the Assignor's trade claim (the "Purchase Price"), does hereby transfer to Assignee all of the Assignor's right, title and interest in and to all of the claims of Assignor, including the right to amounts owed under any executory contract and any respective cure amount related to the potential assumption and cure of such a contract (the "Claim"), against Delphi Corporation, Delphi Automotive Systems, LLC, et al. (affiliates, subsidiaries and other related debtors) (the "Debtor"), in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court of New York, Southern District, in the current amount of not less than im Amount"), and all rights and benefits of the Assignor relating to the Claim including, without limitation, Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments, cure payments, and other property which may be paid or issued by the Debtor in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by Debtor as set forth below and this assignment is an absolute and unconditional assignment of ownership of the Claim, and shall not be deemed to create a security interest. Assignee shall pay Assignor an amount equal to ial Payment") within 10 business days of receipt of a signed copy of this Transfer, which represents the Initial Claim Amount"). The balance of the Purchase Price, equal to incremental claim amount greater than the fore-mentioned Initial Claim Amount of Assignor by Assignee within 10 business days of when and if such additional incremental claim amount is subsequently received and approved by the Debtor and/or the United States Bankruptcy Court of New York, Southern District as a liquidated, undisputed, and not contingent claim after review of the Proofs of Claim ("the Additional Payment").
2. Assignee shall be entitled to all distributions made by the Debtor on account of the Claim, even distributions made and attributable to the Claim being allowed in the Debtor's case, in an amount in excess of the Claim Amount. Assignor represents and warrants that the amount of the Claim is not less than the Claim Amount, that this amount is the true and correct amount owed by the Debtor to the Assignor, and that no valid defense or right of set-off to the Claim exists.
3. Assignor further represents and warrants that no payment has been received by Assignor or by any third party claiming through Assignor, in full or partial satisfaction of the Claim, that Assignor has not previously assigned, sold or pledged the Claim, in whole or in part, to any third party, that Assignor owns and has title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever, and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Debtor or any other party to reduce the amount of the Claim or to impair its value.
4. Should it be determined that any transfer by the Debtor to the Assignor is or could have been avoided as a preferential payment, Assignor shall repay such transfer to the Debtor in a timely manner. Should Assignor fail to repay such transfer to the Debtor, then Assignee, solely at its own option, shall be entitled to make said payment on account of the avoided transfer, and the Assignor shall indemnify the Assignee for any amounts paid to the Debtor. If the Bar Date for filing a Proof of Claim has passed, Assignee reserves the right, but not the obligation, to purchase the Trade Claim for the amount published in the Schedule F.
5. Assignor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization. Assignor acknowledges that, except as set forth in this agreement, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Debtor (financial or otherwise), any other matter relating to the proceedings, the Debtor, or the likelihood of recovery of the Claim. Assignor represents that it has adequate information concerning the business and financial condition of the Debtor and the status of the Proceedings to make an informed decision regarding its sale of the Claim.
6. In the event that the Claim is disallowed, reduced, subordinated, or impaired for any reason whatsoever, Assignor agrees to immediately refund and pay to Assignee, a pro-rata share of the Purchase Price equal to the ratio of the amount of the Claim disallowed divided by the Claim, plus 8% interest per annum from the date of this Agreement. The Assignee, as set forth below, shall have no obligation to otherwise defend the Claim, and the refund obligation of the Assignor pursuant to this section shall be absolutely payable to Assignee without regard to whether Assignee defends the Claim. The Assignee or Assignor shall have the right to defend the claim, only at its own expense and shall not look to the counterparty for any reimbursement for legal expenses.
7. To the extent that it may be required by applicable law, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney and authorizes Assignee to act in Assignor's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim. Assignor grants unto Assignee full authority to do all things necessary to enforce the Claim and Assignor's rights thereunder. Assignor agrees that the powers granted by this paragraph are discretionary in nature and that the Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings or in any other dispute arising out of or relating to the Claim, whether or not suit or other proceedings are commenced, and whether in mediation, arbitration, at trial, on appeal, or in administrative proceedings. Assignor agrees to take such reasonable further action, as may be necessary or desirable to effect the

Assignment of the Claim and any payments or distributions on account of the Claim to Assignee including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

8. Assignor shall forward to Assignee all notices received from the Debtor, the court or any third party with respect to the Claim, including any ballot with regard to voting the Claim in the Proceeding, and shall take such action with respect to the Claim in the proceedings, as Assignee may request from time to time. Assignor acknowledges that any distribution received by Assignor on account of the Claim from any source, whether in form of cash, securities, instrument or any other property or right, is the property of and absolutely owned by the Assignee, that Assignor holds and will hold such property in trust for the benefit of Assignee and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

9. In the event of any dispute arising out of or relating to this Agreement, whether or not suit or other proceedings is commenced, and whether in mediation, arbitration, at trial, on appeal, in administrative proceedings, or in bankruptcy (including, without limitation, any adversary proceeding or contested matter in any bankruptcy case filed on account of the Assignor), the prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney fees.

10. The terms of this Agreement shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and assigns.

11. Assignor hereby acknowledges that Assignee may at any time further assign the Claim together with all rights, title and interests of Assignee under this Agreement. All representations and warranties of the Assignor made herein shall survive the execution and delivery of this Agreement. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

12. This contract is not valid and enforceable without acceptance of this Agreement with all necessary supporting documents by the Transferee, as evidenced by a countersignature of this Agreement. The Assignee may reject the proffer of this contract for any reason whatsoever.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement may be brought in any state or federal court located in California, and Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Agreement, and in any action hereunder, Assignor and Assignee waive any right to demand a trial by jury.

If you have filed a Proof of Claim please check here: ☒

**Please include invoices, purchase orders, and/or proofs of delivery that relate to the claim.**

Assignor hereby acknowledges and consents to all of the terms set forth in this Agreement and hereby waives its right to raise any objection thereto and its right to receive notice pursuant to rule 3001 of the rules of the Bankruptcy procedure.

IN WITNESS WHEREOF, the undersigned Assignor hereto sets his hand this 9 day of AUGUST, 2007.

**ATTEST**

Mr. Masaru Furukawa, General Manager  
SMK Electronics Corp USA  
1055 Tierra Del Rey  
Chula Vista, CA 91910  
PH: 619-216-6400, ext. 455  
Fax: 619-216-6499  
Email: [mikef@smkusa.com](mailto:mikef@smkusa.com)

**Agreed and Acknowledged**

Mr. James S. Riley, Managing Member  
Sierra Liquidity Fund, LLC  
2699 White Road, Ste. 255  
Irvine, CA 92614  
PH: 949-660-1144, ext. 17  
Fax: 949-660-0632  
Email: [saugust@sierrafunds.com](mailto:saugust@sierrafunds.com)

By 

By 

# 11615

<b>United States Bankruptcy Court Southern District Of New York</b>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>DELPHI CORPORATION</b>		Case Number <b>05-44481(RDD)</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		This Space For Court Use Only  Claim #11615 USBC SDNY Delphi Corporation, et al. 05-44481 (RDD)
Name of Creditor (The person or other entity to whom the debtor owes money or property): <b>SMK ELECTRONICS CORP., USA</b>		
Name and Address where notices should be sent: <b>SMK ELECTRONICS CORP., USA          1055 TIERRA DEL REY          CHULA VISTA, CA 91910</b>		<div style="border: 2px solid black; padding: 10px; text-align: center;"> <b>RECEIVED</b>  <b>AUG 04 2006</b>  <b>KURTZMAN CARSON</b> </div>
Telephone Number: <b>619-216-6400</b>		
Last four digits of account or other number by which creditor identifies debtor: <b>0452 &amp; 0652</b>		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim dated: _____
<b>1. Basis for Claim</b> <input checked="" type="checkbox"/> Goods Sold / Services Performed <input type="checkbox"/> Customer Claim <input type="checkbox"/> Taxes <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury <input type="checkbox"/> Other <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)		
<b>2. Date debt was incurred:</b> <b>SEE ATTACHED LIST</b>		<b>3. If court judgment, date obtained:</b>
<b>4. Classification of Claim.</b> Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time case filed. See reverse side for important explanations. <b>Unsecured Nonpriority Claim \$ 12,665.01</b> <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority. <b>Unsecured Priority Claim.</b> <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,000)* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <b>Secured Claim.</b> <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		
<b>5. Total Amount of Claim at Time Case Filed: \$ 12,665.01</b> (Unsecured) (Secured) (Priority) (Total) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges		
<b>6. Credits:</b> The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. <b>7. Supporting Documents:</b> Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. <b>8. Date-Stamped Copy:</b> To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date: <b>7/26/06</b> Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>SWAN HARB - SWAN HARB - ACCT. MGR</b>		

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571



UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u>	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----X		

NOTICE OF OBJECTION TO CLAIM

SMK Electronics Corp USA:

Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), are sending you this notice. According to the Debtors' records, you filed one or more proofs of claim in the Debtors' reorganization cases. Based upon the Debtors' review of your proof or proofs of claim, the Debtors have determined that one or more of your "Claims," as such term is defined in 11 U.S.C. § 101(5), identified in the table below should be disallowed and expunged or modified as summarized in that table and described in more detail in the Debtors' Nineteenth Omnibus Objection (Substantive) Pursuant To 11 U.S.C. § 502(b) And Fed. R. Bankr. P. 3007 To Certain (A) Insufficiently Documented Claims, (B) Claims Not Reflected On Debtors' Books And Records, (C) Untimely Claim, And (D) Claims Subject To Modification, Tax Claims Subject to Modification, Modified Claims Asserting Reclamation, And Consensually Modified And Reduced Claims (the "Nineteenth Omnibus Claims Objection"), dated July 13, 2007, a copy of which is enclosed (without exhibits). The Debtors' Nineteenth Omnibus Claims Objection is set for hearing on August 16, 2007 at 10:00 a.m. (prevailing Eastern time) before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. AS FURTHER DESCRIBED IN THE ENCLOSED NINETEENTH OMNIBUS CLAIMS OBJECTION AND BELOW, THE DEADLINE FOR YOU TO RESPOND TO THE DEBTORS' OBJECTION TO YOUR CLAIM(S) IS 4:00 P.M. (PREVAILING EASTERN TIME) ON AUGUST 9, 2007. IF YOU DO NOT RESPOND TIMELY IN THE MANNER DESCRIBED BELOW, THE ORDER GRANTING THE RELIEF REQUESTED MAY BE ENTERED WITHOUT ANY FURTHER NOTICE TO YOU OTHER THAN NOTICE OF ENTRY OF AN ORDER.

The enclosed Nineteenth Omnibus Claims Objection identifies nine different categories of objections. The category of claim objection applicable to you is identified in the table below in the column entitled "Basis For Objection":

Claims identified as having a Basis For Objection of "Insufficiently Documented Claims" are those Claims that did not contain sufficient documentation in support of the Claim asserted, making it impossible for the Debtors meaningfully to review the asserted Claim.

Claims identified as having a Basis For Objection of "Books And Records Claims" are those Claims that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Books And Records Tax Claims" are those Claims filed by taxing authorities that assert liabilities and dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records.

Claims identified as having a Basis For Objection of "Untimely Books And Records Tax Claims" are those Claims filed by taxing authorities that assert liabilities or dollar amounts that the Debtors have determined are not owing pursuant to the Debtors' books and records and were also not timely filed pursuant to the Order Under 11 U.S.C. §§ 107(b), 501, 502, And 1111(a) And Fed R. Bankr. P. 1009, 2002(a)(7), 3003(c)(3), And 5005(a) Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof, dated April 12, 2006 (Docket No. 3206) (the "Bar Date Order").

The Claim identified as having a Basis For Objection of "Untimely Claim" is a Claim that was not timely filed pursuant to the Bar Date Order.

Claims identified as having a Basis For Objection of "Claims Subject To Modification" are those Claims that the Debtors have determined (a) state the incorrect amount or are overstated, including as a result of the assertion of invalid unliquidated claims, and/or (b) were filed and docketed against the wrong Debtors, and/or (c) incorrectly assert secured or priority status.

Claims identified as having a Basis For Objection of "Tax Claims Subject To Modification" are those Claims filed by taxing authorities that the Debtors have determined (a) are overstated and/or (b) were filed and docketed against the wrong Debtors.

Claims identified as having a Basis For Objection of "Modified Claims Asserting Reclamation" are those Claims (i) that the Debtors have determined (a) state the incorrect amount or are overstated, including as a result of the assertion of invalid unliquidated claims, and/or (b) were filed and docketed against the wrong Debtor, and/or (c) incorrectly assert secured or priority status and (ii) in which the claimant asserted a reclamation demand and either (a) the Debtors and the claimant have entered into a letter agreement whereby the Debtors and the claimant agreed upon the valid amount of the reclamation demand or (b) the claimant has consented to the Debtors' determination of the valid amount of the reclamation demand (with respect to (ii)(a) and (b), each, a "Reclamation Agreement"), subject to the Debtors' right to seek, at any time and notwithstanding the claimant's agreement or consent to the amount pursuant to the Reclamation Agreement, a judicial determination that certain reserved defenses with respect to the reclamation demand are valid.

Claims identified as having a Basic For Objection of "Consensually Modified And Reduced Claims" are those Claims asserting certain tort liabilities that the Debtors have

determined (a) are overstated and/or (b) were filed and docketed against the wrong Debtors.

Date Filed	Claim Number	Asserted Claim Amount <sup>1</sup>	Basis For Objection	Treatment Of Claim		
				Correct Debtor	Modified Amount	Modified Nature
7/27/2006	11615	\$12,665.01	Claims Subject to Modification	05-44640	\$1,155.00	General Unsecured

If you wish to view the complete exhibits to the Nineteenth Omnibus Claims Objection, you can do so at [www.delphidocket.com](http://www.delphidocket.com). If you have any questions about this notice or the Nineteenth Omnibus Claims Objection to your Claim, please contact the Debtors' counsel by e-mail at [delphi@skadden.com](mailto:delphi@skadden.com), by telephone at 1-800-718-5305, or in writing to Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton). Questions regarding the amount of a Claim or the filing of a Claim should be directed to Claims Agent at 1-888-249-2691 or [www.delphidocket.com](http://www.delphidocket.com). CLAIMANTS SHOULD NOT CONTACT THE CLERK OF THE BANKRUPTCY COURT TO DISCUSS THE MERITS OF THEIR CLAIMS.

THE PROCEDURES SET FORTH IN THE ORDER PURSUANT TO 11 U.S.C. § 502(b) AND FED. R. BANKR. P. 2002(m), 3007, 7016, 7026, 9006, 9007, AND 9014 ESTABLISHING (I) DATES FOR HEARINGS REGARDING OBJECTIONS TO CLAIMS AND (II) CERTAIN NOTICES AND PROCEDURES GOVERNING OBJECTIONS TO CLAIMS, ENTERED DECEMBER 7, 2006 (THE "CLAIMS OBJECTION PROCEDURES ORDER"), APPLY TO YOUR PROOFS OF CLAIM THAT ARE SUBJECT TO THE DEBTORS' OBJECTION AS SET FORTH ABOVE. A COPY OF THE CLAIMS OBJECTION PROCEDURES ORDER IS INCLUDED HEREWITH. THE FOLLOWING SUMMARIZES THE PROVISIONS OF THAT ORDER BUT IS QUALIFIED IN ALL RESPECTS BY THE TERMS OF THAT ORDER.

If you disagree with the Nineteenth Omnibus Claims Objection, you must file a response (the "Response") and serve it so that it is actually received by no later than 4:00 p.m. (prevailing Eastern Time) on August 9, 2007. Your Response, if any, to the Nineteenth Omnibus Claims Objection must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Claims Objection Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 632, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel) and (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 333 West Wacker Drive, Suite 2100, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr., John K. Lyons, and Joseph N. Wharton).

<sup>1</sup> Asserted Claim Amounts listed as \$0.00 generally reflect that the claim amount asserted is unliquidated.

Your Response, if any, must also contain at a minimum the following: (i) the title of the claims objection to which the Response is directed; (ii) the name of the claimant and a brief description of the basis for the amount of the Claim; (iii) a concise statement setting forth the reasons why the Claim should not be disallowed and expunged, including, but not limited to, the specific factual and legal bases upon which you will rely in opposing the Nineteenth Omnibus Claims Objection; (iv) unless already set forth in the proof of claim previously filed with the Court, documentation sufficient to establish a prima facie right to payment; provided, however, that you need not disclose confidential, proprietary, or otherwise protected information in the Response; provided further, however, that you must disclose to the Debtors all information and provide copies of all documents that you believe to be confidential, proprietary, or otherwise protected and upon which you intend to rely in support of the Claim; (v) to the extent that the Claim is contingent or fully or partially unliquidated, the amount that you believe would be the allowable amount of such Claim upon liquidation of the Claim or occurrence of the contingency, as appropriate; and (vi) the address(es) to which the Debtors must return any reply to the Response, if different from the address(es) presented in the Claim.

If you properly and timely file and serve a Response in accordance with the procedures described above, and the Debtors are unable to reach a consensual resolution with you, the hearing on any such Response will automatically be adjourned from the August 16, 2007 hearing date to a future date to be set pursuant to the Claims Objection Procedures Order. With respect to all uncontested objections, the Debtors have requested that the Court conduct a final hearing on August 16, 2007 at 10:00 a.m. (prevailing Eastern time).

IF ANY PROOF OF CLAIM LISTED ABOVE ASSERTS CONTINGENT OR UNLIQUIDATED CLAIMS, YOU ARE REQUIRED BY THE CLAIMS OBJECTION PROCEDURES ORDER TO INCLUDE THE AMOUNT THAT YOU BELIEVE WOULD BE THE ALLOWABLE AMOUNT OF SUCH CLAIM UPON LIQUIDATION OF THE CLAIM OR OCCURRENCE OF THE CONTINGENCY, AS APPROPRIATE, IN ANY RESPONSE TO THE OBJECTION. PURSUANT TO THE CLAIMS OBJECTION PROCEDURES ORDER, THE DEBTORS MAY ELECT, IN THEIR SOLE DISCRETION, TO ACCEPT SUCH AMOUNT PROVISIONALLY AS THE ESTIMATED AMOUNT OF YOUR PROOF OF CLAIM PURSUANT TO SECTION 502(c) OF THE BANKRUPTCY CODE FOR ALL PURPOSES OTHER THAN ALLOWANCE, BUT INCLUDING VOTING AND ESTABLISHING RESERVES FOR PURPOSES OF DISTRIBUTION. YOUR PROOF OF CLAIM WOULD REMAIN SUBJECT TO FURTHER OBJECTION AND REDUCTION, AS APPROPRIATE, AND TO SECTION 502(j) OF THE BANKRUPTCY CODE. THE DEBTORS' ELECTION WOULD BE MADE BY SERVING YOU WITH A NOTICE IN THE FORM ATTACHED TO THE CLAIMS OBJECTION PROCEDURES ORDER.

The Bankruptcy Court will consider only those Responses made as set forth herein and in accordance with the Claims Objection Procedures Order. IF NO RESPONSES TO THE NINETEENTH OMNIBUS CLAIMS OBJECTION ARE TIMELY FILED AND SERVED IN ACCORDANCE WITH THE PROCEDURES SET FORTH HEREIN AND IN THE CLAIMS OBJECTION PROCEDURES ORDER, THE BANKRUPTCY COURT MAY ENTER AN ORDER SUSTAINING THE NINETEENTH OMNIBUS CLAIMS OBJECTION WITHOUT FURTHER NOTICE OTHER THAN NOTICE OF THE ENTRY OF SUCH AN ORDER AS PROVIDED IN THE CLAIMS OBJECTION PROCEDURES ORDER. Thus, your failure to respond may forever bar you from sustaining a Claim against the Debtors.

Dated: New York, New York





SMK Electronics  
Corporation, U.S.A.  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE \*\*\* REPRINT \*\*\*

Ship To :  
CRAIG BERGMAN  
1800 EAST LINCOLN ROAD  
KOKOMO, IN 46904

Bill To : 10652  
DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450133167
Invoice ID :	6550139
Sales Order ID :	5324378
Invoice Date :	9/13/2005
Packing Slip:	1047639
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	A DHL
Bill of Lading/Freighting No:	32236325144
Reference Nbr:	

Payment Due Date: 10/13/2005	Ship date : 9/13/2005	Payment Terms: Net 30
------------------------------	-----------------------	-----------------------

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-54-50760 / Clarion Remote for Delphi		8.00	\$35.0000	0.00%		\$0.0000	\$280.00

Total: \$280.00  
Sales Tax: \$0.00  
VAT Tax: \$0.00  
Shipping Charges: \$0.00

**Due Amount: \$280.00**

## Special Instr

Customer P/N: 28006338  
If shipping within USA. Forwarder DHL, Danza Air & Ocean  
10601 A Seymour Ave., Franklin, IL 60131  
Contact: Rosa Montano (Tel: 847-233-4509 Fax: 847-233-5195)

Remit to:  
PO Box 513740,  
Los Angeles, CA, 90051-3740

**DELPHI**

Delphi Electronics and Safety

Page 1 of 3

**Buyer:**

DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005

**Deliver to:**

Delphi E & S Plant 10  
1800 E. LINCOLN RD.  
KOKOMO IN 46902

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**RECEIVED**  
SEP 16 2005  
DELPHI

**Purchase Order**

PO Number 450135167 Date Issued 09-Sep-2005  
Version 10-Sep-2005 02:20:15 EST

Delivery date: 12-SEP-2005

Vendor No: 1002706  
DUNS No: 614161271

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FCA - Freight Forwarder's Docs

5/0 5324578  
T-54-50760

Item No.	Material No	Item Identifier No.	Total Order Quantity	Plant	
Description				Requester	
00010	PR10193409	00010	8.000	DAHQ DELPHI D HEADQUARTERS	
	SMK IR REMOTE-28006339			BERGMAN C	
	SMK IR REMOTE 28006338				
	CRAIG BERGMAN (765)451-7906				
	PR943390				
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
12-SEP-2005	8.000	35.00	1	PC	280.00
Total Line Item Value					USD 280.00
Total net value					USD 280.00

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing.

Purchasing Contact: Marrah, Jan  
Phone: 765-451-0388  
Fax: 765-451-0265

Contact Address:  
DELPHI DELCO ELECTRONICS SYSTEMS  
ONE CORPORATE CENTER MS:CTLLM,  
KOKOMO IN 46902

Date and Time Printed: 10-Sep-2005 02:20:15 EST

**DELPHI**

Delphi Electronics and Safety

Page 2 of 3

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number	Date Issued
450135167	09-Sep-2005
Version	
10-Sep-2005 02:20:15 EST	

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant
Description			Requestor

by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the Internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
\* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED \*  
\* MATERIAL SHOULD BE DIRECTED TO:  
\* DISBURSEMENT SERVICES AT (248)874-4636. (A2) \*  
\*\*\*\*\*

\*\*\*\*\*ATTENTION ALL NORTH AMERICAN SUPPLIERS\*\*\*\*\*  
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR  
PLEASE CONTACT YOUR BUYER TO RECEIVE INSTRUCTIONS ON  
HOW TO ACCESS THIS NEW FEATURE.  
\*\*\*\*\*

\*\*\*\*\*  
DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI E&S IS  
'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.  
\*\*\*\*\*

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR  
SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:  
DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS PROCESSING MS-CTA229  
P O BOX 9005  
KOKOMO, IN 46904-9005

\*\*\*\*\*  
YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:  
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER  
PER PACKING SLIP)  
- DELPHI-E&S "ITEM IDENTIFICATION NUMBER (ID)" FROM  
PURCHASE ORDER FOR EACH DELIVERED ITEM  
- LIST DELPHI-E&S DESCRIPTION PER PURCHASE ORDER FOR  
EACH LINE ITEM DELIVERED FOLLOWED BY YOUR  
DESCRIPTION IF DESIRED.  
- EQUIPMENT SERIAL NUMBER(S)  
\*\*\*\*\*

ADDITIONAL PACKING SLIP INFORMATION:

**DELPHI**

Delphi Electronics and Safety

Page 3 of 3

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number	Date Issued
450135167	09-Sep-2005
Version	
10-Sep-2005 02:20:15 EST	

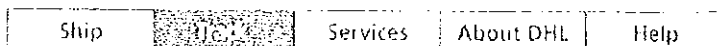
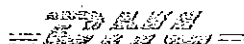
Item No	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

NOTA CONTINUED  
- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING SLIP FOR THE ENTIRE DELIVERY  
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR EACH ITEM LOCATED IN THE BOX/CRATE  
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY INSIDE) OF EACH BOX/CRATE.

ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR INSTRUCTIONS. CALL DELPHI E&S TRANSPORTATION AT (765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION. FREIGHT TERMS ARE 'FOB ORIGIN,FREIGHT COLLECT'. BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT. THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT PRIOR APPROVAL FROM DELPHI E&S TRANSPORTATION.

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

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## Track results detail

Tracking results detail for 32236325144

[Help](#)

### Track

- [Track by number](#)
- [Track by reference](#)
- [Get delivery signature](#)
- [Track DHL Same Day service](#)

### Tracking summary

Current Status ☒ Shipment delivered. [View Signature](#)  
Delivered on 9/15/2005 10:40 am  
Delivered to Shipping Dock  
Signed for by K WAYMIRE [What is this?](#)

### Log in to DHL

User ID SMKUSA  
Password  
☒ Remember my User ID

[Log in](#)

[Forgot your Password?](#)

### Tracking history

[Help](#)

Date and Time	Status	Location
9/15/2005 10:40 am	Shipment delivered Picked Up by DHL.	Lafayette, IN Why is this?
Ship From:	Ship To: DELPHI ELEC & SAFE Kokomo, IN 46902 United States	Shipment Information: Ship date: Pieces: Total weight: * Ship Type: Shipment Reference: Service: Special Service: Description:
Attention:	Attention: DELPHI ELEC & SAFE	

Tracking detail provided by DHL: 7/21/2006, 11:12:28 am pt.

[Track new shipment](#)

You are authorized to use DHL tracking systems solely to track shipments tendered by or for you to DHL. Any other use of DHL tracking systems and information is strictly prohibited.

#### Note on weight:

The weights displayed on this website are the weights provided when the shipment was created. Actual chargeable weights may be different and will be provided on invoice.

### New to DHL?

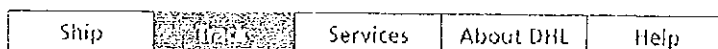
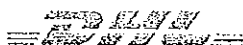
Registration is quick and easy. And as a registered user, you'll have access to services and tools to help you ship your packages easily and efficiently.  
[Register Now](#)

### Questions?

We're here to help!  
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## Delivery Signature Detail

### Track

- ▶ [Track by number](#)
- ▶ [Track by reference](#)
- ▶ [Get delivery signature](#)
- ▶ [Track DHL Same Day service](#)

### Log in to DHL

User ID

Password

☐ Remember my User ID

[Log in](#)

- ▶ [Forgot your Password?](#)

Tracking Delivery Signature details...Tracking  
Number 32236325144

[Help](#)

### New to DHL?

Registration is quick and easy.  
And as a registered user, you'll  
have access to services and  
tools to help you ship your  
packages easily and efficiently.  
▶ [Register Now](#)

### Tracking summary

Current Status Shipment Delivered  
Delivered on 9/15/05 10:40 am  
Delivered to Shipping Dock  
Signed for by K WAYMIRE

[Help me with the signed by codes](#)

### Signature

RECEIVED IN GOOD ORDER EXCEPT AS NOTED

### Receiver Information

DELPHI ELEC & SAFE  
Kokomo, IN 48902  
Usa

Tracking detail provided by DHL: 7/21/2006 11:13:21 AM

[View Tracking  
Detail](#)

[E-mail Delivery  
Signature](#)

[Track new  
shipment](#)

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tendered by or for you to DHL. Any other use of DHL tracking systems and  
information is strictly prohibited.

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SMK Electronics  
Corporation, U.S.A.  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE

**Ship To :**

DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS MS-CTA229  
NO PHYSICAL SHIPMENT  
KOKOMO, IN 46904  
USA

**Bill To :** 10652

DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

**Customer PO ID :** 450108995

**Invoice ID :** 6549857

**Sales Order ID :** 5324360

**Invoice Date :** 8/31/05

**Packing Slip:** 1047365

**FOB:** Chula Vista

**Currency Type :** USD

**Ship Method:**
**Bill of Lading/Tracking No:**
**Reference Nbr:** AMY-1173

<b>Payment Due Date:</b> 9/30/05	<b>Ship date :</b> 8/31/05	<b>Payment Terms:</b> Net 30
----------------------------------	----------------------------	------------------------------

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	1-391801 a :		25.00	\$35.0000	0.00%		\$0.0000	\$875.00

<b>Total:</b>	\$875.00
<b>Sales Tax:</b>	\$0.00
<b>VAT Tax:</b>	\$0.00
<b>Shipping Charges:</b>	\$0.00

**Due Amount:** \$875.00

**Special Inst:**
**Customer P/N:** 21004025

**Remit to:**

PO Box 513740,  
Los Angeles, CA, 90051-3740

NCV-9828

6/06/05

FedEx Tracking# 8501 1171 7089

Received by SUNG DAEHYUN

SMK reserve the right to charge late fees (1% per month), interest expense (1% per month), collection cost and attorney fees (if any), to the customer in the event that the customer delays payment beyond the reasonable period of terms of the invoice stated herein.



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE \*\*\* REPRINT \*\*\*

Ship To :  
DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS MS-CTA229  
NO PHYSICAL SHIPMENT  
KOKOMO, IN 46904  
USA

Bill To : 10652  
DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450108995
Invoice ID :	6549857
Sales Order ID :	5324360
Invoice Date :	8/31/2005
Packing Slip:	1047365
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	
Bill of Lading/Tracking No:	
Reference Nbr:	AMY-1173

Payment Due Date: 9/30/2005

Ship date : 8/31/2005

Payment Terms: Net 30

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-391802 a/		25.00	\$35.0000	0.00%		\$0.0000	\$875.00
Total:								\$875.00
Sales Tax:								\$0.00
VAT Tax:								\$0.00
Shipping Charges:								\$0.00
Due Amount:								\$875.00

Special Instr:

Customer P/N: 21004825

Remit to:  
PO Box 513740,  
Los Angeles, CA, 90051-3740



**DELPHI**

Delphi Electronics and Safety

Page 3 of 3

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450108995 Date Issued 14-Jun-2005  
Version 31-Aug-2005 02:26:32 EST

Item No.	Material No.	Item Identifier No.	Total Order Quantity	Plant	Requester
----------	--------------	---------------------	----------------------	-------	-----------

NOTES CONTINUED:  
EACH LINE ITEM DELIVERED FOLLOWED BY YOUR  
DESCRIPTION IF DESIRED.  
- EQUIPMENT SERIAL NUMBER(S)

\*\*\*\*\*  
ADDITIONAL PACKING SLIP INFORMATION:  
- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING  
SLIP FOR THE ENTIRE DELIVERY  
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE  
PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR  
EACH ITEM LOCATED IN THE BOX/CRATE  
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC  
ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY  
INSIDE) OF EACH BOX/CRATE.  
\*\*\*\*\*

ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR  
INSTRUCTIONS. CALL DELPHI E&S TRANSPORTATION AT  
(765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION.  
FREIGHT TERMS ARE 'FOB ORIGIN, FREIGHT COLLECT'.  
BUYER WILL ONLY PAY FREIGHT CHARGES TO THE SELLER.  
USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT.  
THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN  
SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT  
PRIOR APPROVAL FROM DELPHI E&S TRANSPORTATION.  
\*\*\*\*\*

\*\*\*\*\*  
Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date  
specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.  
\*\*\*\*\*

\*\*\*\*\*  
Invoices, packing slip and proof of shipment are required for payment of material shipped to a location other than Delphi E&S. Please submit these documents  
upon shipment to:

Delphi Delco Electronics Corp  
Attention: Elizabeth Morris, Plant 9 Receiving  
PO Box 9005 M/S 9129  
Kokomo, IN 46904-9005  
FAX#: 765-451-8806  
\*\*\*\*\*

THIS AMENDMENT CHANGES QUANTITY ONLY PER EMAIL DATED 7/27/05 FROM KEVIN HENDERSON.....

**DELPHI**

Delphi Electronics and Safety

Page 2 of 3

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450108995	Date Issued 14-Jun-2005
Version 31-Aug-2005 02:26:32 EST	

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant	Requester
----------	----------------------------------	----------------------	-------	-----------

form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*  
\* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED \*  
\* MATERIAL SHOULD BE DIRECTED TO:  
\* DISBURSEMENT SERVICES AT (248)874-4636. (A2) \*  
\*\*\*\*\*

\*\*\*\*\*ATTENTION ALL NORTH AMERICAN SUPPLIERS\*\*\*\*\*  
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR  
PLEASE CONTACT YOUR BUYER TO RECEIVE INSTRUCTIONS ON  
HOW TO ACCESS THIS NEW FEATURE.  
\*\*\*\*\*

\*\*\*\*\*  
DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI E&S IS  
'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.  
\*\*\*\*\*

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR  
SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:  
DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS PROCESSING MS-9A241  
P O BOX 9005  
KOKOMO, IN 46904-9005

\*\*\*CALIFORNIA SHIPMENTS\*\*\* - DELPHI E&S DOES NOT  
HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA.  
DELCO ELECTRONICS CORP DOES HAVE DIRECT PAY  
PERMITS IN INDIANA,  
MICHIGAN, TEXAS AND WISCONSIN.

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:  
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER  
PER PACKING SLIP)  
- DELPHI E&S 'ITEM IDENTIFICATION NUMBER (ID)' FROM  
PURCHASE ORDER FOR EACH DELIVERED ITEM  
- LIST DELPHI E&S DESCRIPTION PER PURCHASE ORDER FOR

**DELPHI**

Delphi Electronics and Safety  
 Page 1 of 3

**Buyer:**

DELPHI  
 ELECTRONICS & SAFETY  
 P.O. Box 9005  
 KOKOMO IN 46904-9005

**Deliver to:**

DELPHI-KOREA, INC.  
 KOREA BRANCH-24TH FL. OF SPECIALTY  
 156-714 SEOUL-DONGIAK-KU  
 SOUTH KOREA

SMK ELECTRONICS  
 399 KNOLLWOOD RD STE 103  
 WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450108995 Date Issued 14-Jun-2005  
 Version 31-Aug-2005 02:26:32 EST

Delivery date: 30-JUN-2005

Vendor No: 1002706  
 DUNS No: 614161271

Payment Terms: ZMN2 Currency: USD  
 Payment settled on 2nd, 2nd Month

Incoterms: FCA-Freight Forwarder's Dock

6548290  
 5/0 5323498 RPS 9002-500ZEN  
 5/0 5324360  
 T-391802a  
 #1057

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	
Description		Requester		
00010	PR10173669 00010	25.000	DAHQ DELPHI D HEADQUARTERS	
21004025-REMOTE		HENDERSON K		
Delivery Date	Scheduled Quantity	Price	Price Unit UOM	Value
30-JUN-2005	25.000	35.00	1 PC	875.00
Net Line Item Value				USD 875.00
*** PO quantity changed				
Total net value				USD 875.00

\*\*\*\*\*  
 Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted for ordering by Buyer, whether expressed in written

SEP 06 2005

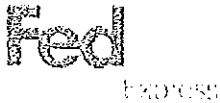
Purchasing Contact: Marrah, Jan

Phone: 765-451-0388

Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS  
 ONE CORPORATE CENTER MS:CTLLM,  
 KOKOMO IN 46902



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3800

07/25/2006

*Inv 6549857*

Dear Customer:

The following is the proof of delivery you requested with the tracking number 850111717089.

---

**Delivery Information:**

---

Status:	Delivered	Delivery date:	Jun 9, 2005 13:38
Signed for by:	.SUNG DAEHYUN		
Service type:	International Priority Service		

NO SIGNATURE IS AVAILABLE

FedEx Express Proof of delivery details appear below, however no signature is currently available for this FedEx Express shipment. Availability of signature images may take up to 5 days after delivery date.

---

**Shipping Information:**

---

Tracking number:	850111717089	Ship date:	Jun 6, 2005
Recipient:		Shipper:	
DONGJAK KU SEOUL KR		SHINAGAWA-KU TOKYO JP	
Reference		NCV-9828	

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE \*\*\* REPRINT \*\*\*

**Ship To :**

DELPHI E & S PLANT 10  
1800 E. LINCOLN RD.  
KOKOMO, IN 46902

**Bill To :** 10652

DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450094465 <sup>3</sup>
Invoice ID :	6549928
Sales Order ID :	5321923
Invoice Date :	9/6/2005
Packing Slip:	1047457
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	A Drop Ship by Air
Bill of Lading/Tracking No:	
Reference Nbr:	AMY-1122

**Payment Due Date:** 10/6/2005

**Ship date :** 9/6/2005

**Payment Terms:** Net 30

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
I	T-54-50620 / SG 18 Remote Control	PR10153490 00030	1.00	\$5,000.0000	0.00%		\$0.0000	\$5,000.00

Total: \$5,000.00  
Sales Tax: \$0.00  
VAT Tax: \$0.00  
Shipping Charges: \$0.00

**Due Amount: \$5,000.00**
**Special Inst:**

customer P/N: PR10153490 00030  
SG 18 Software

**Remit to:**

PO Box 513740,  
Los Angeles, CA, 90051-3740



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE \*\*\* REPRINT \*\*\*

Ship To :  
DELPHI E & S PLANT 10  
1800 E. LINCOLN RD.  
KOKOMO, IN 46902

Bill To : 10652  
DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID : 450094465  
Invoice ID : 6549927  
Sales Order ID : 5321922  
Invoice Date : 9/6/2005  
Packing Slip: 1047456  
FOB: Chula Vista  
Currency Type : USD  
Ship Method: A Drop Ship by Air  
Bill of Lading/Tracking Not  
Reference Nbr: AMY-1122

Payment Due Date: 10/6/2005

Ship date : 9/6/2005

Payment Terms: Net 30

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-54-50620 / SG 18 Remote Control	PR101153490 00010	3.00	\$366.6700	0.00%		\$0.0000	\$1,100.01

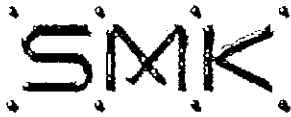
Total: \$1,100.01  
Sales Tax: \$0.00  
VAT Tax: \$0.00  
Shipping Charges: \$0.00  
**Due Amount: \$1,100.01**

Special Inst:

Customer P/N: PR101153490 00010  
SG 18 remote

Remit to:  
PO Box 513740,  
Los Angeles, CA, 90051-3740

SMK reserve the right to charge late fees (1% per month), interest expense (1% per month), collection cost and attorney fees if any, to the customer in the event that the customer delays payment beyond the reasonable period of terms of the invoice stated herein.



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

# INVOICE

Ship To :  
DELPHI E & S PLANT 10  
1800 E. LINCOLN RD.  
KOKOMO, IN 46902

Bill To : 10652  
DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID : 450094465  
Invoice ID : 6549927  
Sales Order ID : 5321922  
Invoice Date : 9/6/05  
Packing Slip: 1047456  
FOB: Chula Vista  
Currency Type : USD  
Ship Method: A Drop Ship by Air  
Bill of Lading/Tracking No:

Reference Nbr: AMY-1122

Payment Due Date: 10/6/05	Ship date : 9/6/05	Payment Terms: Net 30
---------------------------	--------------------	-----------------------

Line Nbr/	Item ID / Item Name	Cost Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-54-50620 / SG 18 Remote Control	PR101153490 00010	3.00	\$366.6700	0.00%		\$0.0000	\$1,100.01
Total:								\$1,100.01
Sales Tax:								\$0.00
VAT Tax:								\$0.00
Shipping Charges:								\$0.00

Due Amount: \$1,100.01

Special Inst:

Customer P/N: PR101153490 00010  
SG 18 remote

NCV-9297

3/10/05 2pcs

DHL Tracking# 217 9483 014

Received by K WAYMIRE

NCV-9280

3/10/05 1pc

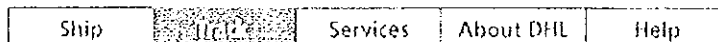
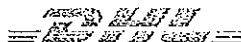
DHL Tracking# 217 9483 025

Remit to:

PO Box 513740,  
Los Angeles, CA, 90051-3740

SMK reserve the right to charge late fees (1% per month), interest expense (1% per month), collection cost and attorney fees if any, to the customer in the event that the customer delays payment beyond the reasonable period of terms of the invoice stated herein.

[Contact Us](#) | [Sitemap](#)



[Home](#) | [Track](#) | [Tools](#) | [Help](#)



## Track results detail

Tracking results detail for 2179483014

[Help](#)

### Track

- [Track by number](#)
- [Track by reference](#)
- [Get delivery signature](#)
- [Track DHL Same Day service](#)

### Log in to DHL

User ID **SMKUSA**

Password

☒ Remember my User ID

[Log in](#)

[Forgot your Password?](#)

### Tracking summary

Current Status ☒ **Shipment delivered.** [View Signature](#)  
Delivered on **3/11/2006 11:06 am**  
Delivered to **Shipping Dock**  
Signed for by **K WAYMIRE** [What is this?](#)

### Tracking history

[Help](#)

Date and Time	Status	Location
3/11/2006 11:06 am	Shipment delivered. Picked Up by DHL.	Lafayette, IN <a href="#">Why is this?</a>
Ship From:	Ship To: United States	Shipment Information: Ship date: Pieces: Total weight: * Ship Type: Shipment Reference: Service: Special Service: Description:
Attention:	Attention:	

Tracking detail provided by DHL: 7/25/2006, 10:58:22 am pt.

[Track new shipment](#)

You are authorized to use DHL tracking systems solely to track shipments tendered by or for you to DHL. Any other use of DHL tracking systems and information is strictly prohibited.

#### \* Note on weight:

The weights displayed on this website are the weights provided when the shipment was created. Actual chargeable weights may be different and will be provided on invoice.

### New to DHL?

Registration is quick and easy. And as a registered user, you'll have access to services and tools to help you ship your packages easily and efficiently.  
[Register Now](#)

### Questions?

We're here to help!  
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**DELPHI**

Delphi Electronics and Safety

Page 1 of 6

**Buyer:**

DELPHI  
ELECTRONICS & SAFETY  
P.O. Box 9005  
KOKOMO IN 46904-9005

**Deliver to:**

Delphi E & S Plant 10  
1800 E. LINCOLN RD.  
KOKOMO IN 46902

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450094465 Date Issued 03/03/2005  
Version 03/04/2005 02:20:48 EST

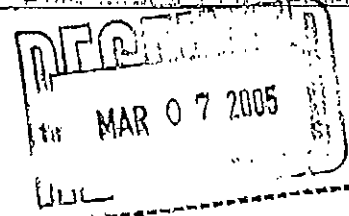
Delivery date: 03/03/2005

Vendor No: 1002706  
DUNS No: 614161271

Payment Terms: ZMMZ Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FCA- Freight Forwarder's Dock



Item No.	Material No.	Item Identifier No.	Total Order Quantity	Plant	Requester
00010	PR10153490	00010	3,000	DAHQ DELPHI D HEADQUARTERS	CLY A
SAMPLES SAMPLES OF REWORK WITH WORKING SOFTWARE ANNIE CLY (765)451-1854 PR437372					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03/03/2005	3,000	366.67	1	PC	1,100.01
Net Line Item Value					USD 1,100.01
00020	PR10153490	00020	30,000	DAHQ DELPHI D HEADQUARTERS	CLY A
ENGR SAMPLES ENGR. SAMPLES OF REWORK (PRODUCTION REPRESENTATIVE)					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03/03/2005	30,000	40.00	1	PC	1,200.00
Net Line Item Value					USD 1,200.00

Purchasing Contact: Marrah, Jan

Phone: 765-451-0388

Fax: 765-451-0265

Contact Address:

DELPHI DELCO ELECTRONICS SYSTEMS  
ONE CORPORATE CENTER MS.CTLLM,  
KOKOMO IN 46902

EST

Date and Time Printed: 03/04/2005 02:20:48

**DELPHI**

Delphi Electronics and Safety

Page 2 of 6

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450094465 Date Issued 03/03/2005  
Version 03/04/2005 02:20:48 EST

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester	
00030	PR10153490 00030	5,000	DAHQ DELPHI D HEADQUARTERS	CLY A	
IC MASKING CHARGE CHARGE FOR IC MASKING					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03/03/2005	5,000.000	1.00	1	DOL	5,000.00
Net Line Item Value				USD	5,000.00
00040	PR10153490 00040	315	DAHQ DELPHI D HEADQUARTERS	CLY A	
PRINTING FILM CHARGE CHARGE FOR PRINTING FILM					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
03/03/2005	315.000	1.00	1	DOL	315.00
Net Line Item Value				USD	315.00
Total net value				USD	7,615.01

**Notes**

\*\*\*\*\*  
Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.  
\*\*\*\*\*

\*\*\*\*\*  
\* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED \*  
\* MATERIAL SHOULD BE DIRECTED TO: \*  
\* DISBURSEMENT SERVICES AT (248)374-4636. (A2) \*  
\*\*\*\*\*

\*\*\*\*\*ATTENTION ALL NORTH AMERICAN SUPPLIERS\*\*\*\*\*  
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR  
PLEASE CONTACT YOUR BUYER TO RECEIVE INSTRUCTIONS ON  
HOW TO ACCESS THIS NEW FEATURE.  
\*\*\*\*\*

**DELPHI**

Delphi Electronics and Safety

Page 3 of 6

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number  
450094465

Date Issued  
03/03/2005

Version  
03/04/2005 02:20:48 EST

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant
Description			Requester

**Notes/Comments**

\*\*\*\*\*  
DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI-D IS  
'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR  
SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:  
DELPHI DELCO ELECTRONICS CORP  
ATTN: MANUAL RECEIPTS PROCESSING MS-9A241  
P O BOX 9005  
KOKOMO, IN 46904-9005

\*\*\*CALIFORNIA SHIPMENTS\*\*\* - DELPHI-D DOES NOT  
HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA.  
DELCO DOES HAVE DIRECT PAY PERMITS IN INDIANA,  
MICHIGAN, TEXAS AND WISCONSIN.

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:  
- PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER  
PER PACKING SLIP)  
- DELPHI-D 'ITEM IDENTIFICATION NUMBER (ID)' FROM  
PURCHASE ORDER FOR EACH DELIVERED ITEM  
- LIST DELPHI-D DESCRIPTION PER PURCHASE ORDER FOR  
EACH LINE ITEM DELIVERED FOLLOWED BY YOUR  
DESCRIPTION IF DESIRED.  
- EQUIPMENT SERIAL NUMBER(S)

ADDITIONAL PACKING SLIP INFORMATION:  
- EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING  
SLIP FOR THE ENTIRE DELIVERY  
- HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE  
PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR  
EACH ITEM LOCATED IN THE BOX/CRATE  
- PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC  
ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY  
INSIDE) OF EACH BOX/CRATE.

\*\*\*\*\*  
ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR  
INSTRUCTIONS. CALL DELPHI-D TRANSPORTATION AT  
(765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION.  
FREIGHT TERMS ARE 'FOB ORIGIN, FREIGHT COLLECT'.  
BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER  
USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT.

**DELPHI**

Delphi Electronics and Safety

Page 4 of 6

SMK ELECTRONICS  
399 KNOLLWOOD RD STE 103  
WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450094465	Date Issued 03/03/2005
Version 03/04/2005 02:20:48 EST	

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant	Requester
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**Notes/Comments**

THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT PRIOR APPROVAL FROM DELPHI-D TRANSPORTATION.

\*\*\*\*\*

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

\*\*\*\*\*

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

\*\*\*\*\*

\*\*\*\*\*

\* PAYMENT ISSUES AND QUESTIONS REGARDING SHIPPED \*  
\* MATERIAL SHOULD BE DIRECTED TO: \*  
\* DISBURSEMENT SERVICES AT (248)874-4636. (A2) \*  
\*\*\*\*\*

\*\*\*\*\*ATTENTION ALL NORTH AMERICAN SUPPLIERS\*\*\*\*\*  
YOU CAN NOW VIEW PAYMENT STATUS ON-LINE USING E-DACOR  
PLEASE CONTACT YOUR BUYER TO RECEIVE INSTRUCTIONS ON  
HOW TO ACCESS THIS NEW FEATURE.

\*\*\*\*\*

\*\*\*\*\*

**Tool Possession Note:**

All molds, tools, dies, fixtures and other items (collectively, "tools") covered by this order shall be the property of Buyer and shall be permanently and legibly marked in such a manner as to denote that the tools are the property of Buyer. The tools shall be used for manufacture of parts exclusively for Buyer. The tools shall be stored and maintained by Seller at no expense to Buyer and shall be subject to shipment to Buyer's authorized point of receipt upon notification by Buyer. Tool replacement and maintenance cost due to wear is the responsibility of Supplier.

**DELPHI**

Delphi Electronics and Safety

Page 5 of 6

SMK ELECTRONICS  
 399 KNOLLWOOD RD STE 103  
 WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450094465 Date Issued 03/03/2005  
 Version 03/04/2005 02:20:48 EST

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant	Requester
Description				

**Notes Continued**

Seller hereby agrees to retain the molds, tools, dies, fixtures and other items described above for a period of 15 years after end of production and thereafter to return, transfer to another location or to remit the proceeds of the sale for scrap to the Buyer's Director of Purchasing as so instructed by Buyer.

**Tool Payment:**

Final invoice for tools will not be accepted until full PPAP approval has been documented.

Supplier should therefore ensure that notification of approval has been received before submitting final invoice. Refer also to payment terms on PO.

\*\*\*\*\*

\*\*\*\*\*

\*\*\* PLEASE NOTE: TO BETTER SERVE OUR SUPPLIERS AND \*\*  
 \* TO HELP THE PAYMENT PROCESS, 'QUANTITY' LISTED \*  
 \* FOR SERVICE PROVIDED IS THE ACTUAL DOLLAR AMOUNT \*  
 \* TO BE INVOICED BY YOU. (SI) \*

\*\*\*\*\*

\*\*\*\*\*

DO NOT INVOICE FOR SHIPPED MATERIAL. DELPHI-D IS  
 'PAY ON RECEIPT' AND INVOICES ARE NOT REQUIRED.

INVOICES ARE REQUIRED AND MUST BE SUBMITTED FOR  
 SERVICES AND ITEMS WHICH ARE NOT SHIPPED.

PLEASE SUBMIT THESE TO:  
 DELPHI DELCO ELECTRONICS CORP  
 ATTN: MANUAL RECEIPT'S PROCESSING MS-9A241  
 P O BOX 9005  
 KOKOMO, IN 46904-9005

\*\*\*CALIFORNIA SHIPMENTS\*\*\* - DELPHI-D DOES NOT  
 HAVE A DIRECT PAYMENT PERMIT IN CALIFORNIA.  
 DELCO DOES HAVE DIRECT PAY PERMITS IN INDIANA,  
 MICHIGAN, TEXAS AND WISCONSIN.

YOU MUST PLACE THE FOLLOWING ON YOUR PACKING SLIP:  
 - PURCHASE ORDER (ONLY ONE PURCHASE ORDER NUMBER  
 PER PACKING SLIP)  
 - DELPHI-D 'ITEM IDENTIFICATION NUMBER (ID)' FROM  
 PURCHASE ORDER FOR EACH DELIVERED ITEM  
 - LIST DELPHI-D DESCRIPTION PER PURCHASE ORDER FOR  
 EACH LINE ITEM DELIVERED FOLLOWED BY YOUR  
 DESCRIPTION IF DESIRED.

**DELPHI**

Delphi Electronics and Safety

Page 6 of 6

SMK ELECTRONICS  
 399 KNOLLWOOD RD STE 103  
 WHITE PLAINS NY 10603-1900

**Purchase Order**

PO Number 450094465 Date Issued 03/03/2005  
 Version 03/04/2005 02:20:48 EST

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant
Description			Requester

Notes Continued:

- EQUIPMENT SERIAL NUMBER(S)

ADDITIONAL PACKING SLIP INFORMATION:  
 - EACH BOX/CRATE MUST CONTAIN A COMPLETE PACKING SLIP FOR THE ENTIRE DELIVERY  
 - HIGHLIGHT ON THE PACKING SLIP THE APPLICABLE PURCHASE ORDER ITEM IDENTIFICATION NUMBER FOR EACH ITEM LOCATED IN THE BOX/CRATE  
 - PACKING SLIP MUST BE ENCLOSED IN A CLEAR PLASTIC ENVELOPE AND AFFIXED TO THE OUTSIDE (WITH A COPY INSIDE) OF EACH BOX/CRATE.

\*\*\*\*\*

ROUTING: REFER TO ROUTING LETTER DATED 02/13/03 FOR INSTRUCTIONS. CALL DELPHI-D TRANSPORTATION AT (765)451-4078 OR -4079 FOR ADDITIONAL INFORMATION. FREIGHT TERMS ARE 'FOB ORIGIN, FREIGHT COLLECT'. BUYER WILL ONLY PAY FREIGHT CHARGES IF THE SELLER USES THE BUYER SELECTED CARRIER AND SHIPS COLLECT. THE SELLER AGREES TO PAY ALL FREIGHT INVOICES WHEN SELLER DEVIATES FROM BUYER SPECIFIED CARRIER WITHOUT PRIOR APPROVAL FROM DELPHI-D TRANSPORTATION.

\*\*\*\*\*

\*\*\*\*\*

Delphi requires 100% on time delivery performance from suppliers. If you anticipate problems in delivering materials and/or completing services by the date specified on the Buyer's purchase order, the Delphi Buyer should be notified immediately.

\*\*\*\*\*



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

Pg 32 of 37

# INVOICE \*\*\* REPRINT \*\*\*

**Ship To :**

DELPHI ELECTRONICS SUZHOU CO., LTD.  
NO. 123 CHANG YANG STREET  
SUZHOU INDUSTRIAL PARK  
JIANGSU PROVINCE 215126  
CHINA

**Bill To :** 10652

DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450134310
Invoice ID :	6550096
Sales Order ID :	5324539
Invoice Date :	9/12/2005
Packing Slip:	1047559
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	A DHL
Bill of Lading/Tracking No:	777 0271 773
Reference Nbr:	

**Payment Due Date: 10/12/2005****Ship date : 9/12/2005****Payment Terms: Net 30**

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-54-50760 / Clarion Remote for Delphi		60.00	\$35.0000	0.00%		\$0.0000	\$2,100.00

**Total:** \$2,100.00  
**Sales Tax:** \$0.00  
**VAT Tax:** \$0.00  
**Shipping Charges:** \$0.00

**Due Amount: \$2,100.00****Special Inst:**

Customer P/N: 28006338  
If shipping within USA. Forwarder DHL Danzas Air & Ocean  
10601A Seymour Ave., Franklin IL, 60131  
Contact: Rosa Montano (Tel: 847-233-4509 Fax: 847-233-5195)

**Remit to:**

PO Box 513740,  
Los Angeles, CA, 90051-3740





SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

Pg 33 of 37

# INVOICE \*\*\* REPRINT \*\*\*

**Ship To :**

DELPHI ELECTRONICS SUZHOU CO., LTD.  
NO. 123 CHANG YANG STREET  
SUZHOU INDUSTRIAL PARK  
JIANGSU PROVINCE 215126  
CHINA

**Bill To :** 10652

DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450134310
Invoice ID :	6550400
Sales Order ID :	5324539
Invoice Date :	9/21/2005
Packing Slip:	1047919
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	A DHL
Bill of Lading/Tracking No:	777 0271 622
Reference Nbr:	

**Payment Due Date:** 10/21/2005**Ship date :** 9/21/2005**Payment Terms:** Net 30

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
I	T-54-50760 / Clarion Remote for Delphi		60.00	\$35.0000	0.00%		\$0.0000	\$2,100.00

Total: \$2,100.00  
Sales Tax: \$0.00  
VAT Tax: \$0.00  
Shipping Charges: \$0.00

**Due Amount:** \$2,100.00**Special Inst:**

Customer P/N: 28006338  
If shipping within USA. Forwarder DHL Danzas Air & Ocean  
10601A Seymour Ave., Franklin IL, 60131  
Contact: Rosa Montano (Tel: 847-233-4509 Fax: 847-233-5195)

**Remit to:**

PO Box 513740,  
Los Angeles, CA, 90051-3740

PTOLMU: JP.



SMK Electronics  
Corporation, U.S.A  
1055 Tierra Del Rey,  
Chula Vista, CA 91910

Pg 35 of 37

# INVOICE \*\*\* REPRINT \*\*\*

**Ship To :**

DELPHI E & S PLANT 10  
1800 E. LINCOLN RD.  
KOKOMO, IN 46902

**Bill To :** 10652

DELPHI ELECTRONICS & SAFETY  
DELPHI ELECTRONICS & SAFETY  
P.O. BOX 9005  
KOKOMO, IN 46904-9005

Customer PO ID :	450094465
Invoice ID :	6549933
Sales Order ID :	5321925
Invoice Date :	9/6/2005
Packing Slip:	1047462
FOB:	Chula Vista
Currency Type :	USD
Ship Method:	A Drop Ship by Air
Bill of Lading/Tracking No:	
Reference Nbr:	

**Payment Due Date:** 10/6/2005**Ship date :** 9/6/2005**Payment Terms:** Net 30

Line Nbr/	Item ID / Item Name	Cust Item ID	Shipped Qty	Unit Price	Disc %	Sales Tax/ VAT	Extra Charges	Extended Price
1	T-54-S0620 / SG 18 Remote Control	PR10153490 00020	30.00	\$40.0000	0.00%		\$0.0000	\$1,200.00

Total: \$1,200.00  
Sales Tax: \$0.00  
VAT Tax: \$0.00  
Shipping Charges: \$0.00

**Due Amount: \$1,200.00****Special Inst:**

Customer P/N: PR10153490 00020  
SG 18 Working sample

**Remit to:**

PO Box 513740,  
Los Angeles, CA, 90051-3740

SMK

SMK CORPORATION

5-5 Togoshi 6-chome,

Phone No.03-3785-4878

Shinagawa-ku Tokyo 142 Japan

Fax No. 03-37851878

Ship to:

INVOICE No. NCV-9561 DATE: April 19, 2005

Delphi China Technical Center

299 Fu Te Zhong Road,

Wai Gao Qiao Free Trade Zone

Pudong, Shanghai, China

200131

Attention: Mr. Jim Bao

Tel No.86-21-5057-4570 Ext 5089

MARKS & NUMBERS

Name & address

ON OR ABOUT

April 19, 2005

SHIPPED PER

DHL

FROM

Tokyo, Japan

TO

Shanghai, China.

VIA

DESCRIPTION OF GOODS

QUANTITY

UNIT PRICE

AMOUNT

Samples of SMK Electronics Components

value for custom purposes only

T-54-50620

Delphi P/No. SG18 Program remote control unit. 4 pcs US\$40.00 US\$160.00

FOR Japan

US\$160.00

One (1) Carton box.

Measurement

G/Weight

Case NO. L x W x H(CM)

26 x 19 x 9

0.5kgs

Country of Origin: Made in China

Fright charge: Third party Account No. 967277680.

Shipment:

DEL: 217 9483 062

SMK Corporation

  
Hisashi Mizuno

Asst. Manager

Car Electronics Market Dept..

<b>1. Payment account number and insurance details</b> Sender's account number: 967277680 Sender's name: Delphi China Technical Center Sender's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Sender's phone: 021-5057-4570 Sender's fax: 021-5057-4570 Sender's email: jim.bao@delphi.com.cn Sender's website: www.delphi.com.cn		<b>2. From (Shipper/Manufacturer)</b> Shipper's account number: 580008139 Shipper's name: Delphi China Technical Center Shipper's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Shipper's phone: 021-5057-4570 Shipper's fax: 021-5057-4570 Shipper's email: jim.bao@delphi.com.cn Shipper's website: www.delphi.com.cn		<b>3. To (Receiver/Consignee)</b> Receiver's account number: 142-8511 Receiver's name: Delphi China Technical Center Receiver's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Receiver's phone: 021-5057-4570 Receiver's fax: 021-5057-4570 Receiver's email: jim.bao@delphi.com.cn Receiver's website: www.delphi.com.cn		<b>4. Shipment details</b> Part No.: 26 x 19 x 9 Weight: 0.5kgs Volume: 1 Description: Delphi SCL8 Model Remote Control Unit		<b>5. For description of contents</b> The shipper certifies that the contents of this shipment are as described on the invoice and are not subject to any special handling or restrictions.	
<b>6. Payment account number and insurance details</b> Sender's account number: 967277680 Sender's name: Delphi China Technical Center Sender's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Sender's phone: 021-5057-4570 Sender's fax: 021-5057-4570 Sender's email: jim.bao@delphi.com.cn Sender's website: www.delphi.com.cn		<b>7. From (Shipper/Manufacturer)</b> Shipper's account number: 580008139 Shipper's name: Delphi China Technical Center Shipper's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Shipper's phone: 021-5057-4570 Shipper's fax: 021-5057-4570 Shipper's email: jim.bao@delphi.com.cn Shipper's website: www.delphi.com.cn		<b>8. To (Receiver/Consignee)</b> Receiver's account number: 142-8511 Receiver's name: Delphi China Technical Center Receiver's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Receiver's phone: 021-5057-4570 Receiver's fax: 021-5057-4570 Receiver's email: jim.bao@delphi.com.cn Receiver's website: www.delphi.com.cn		<b>9. Shipment details</b> Part No.: 26 x 19 x 9 Weight: 0.5kgs Volume: 1 Description: Delphi SCL8 Model Remote Control Unit		<b>10. For description of contents</b> The shipper certifies that the contents of this shipment are as described on the invoice and are not subject to any special handling or restrictions.	
<b>11. Payment account number and insurance details</b> Sender's account number: 967277680 Sender's name: Delphi China Technical Center Sender's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Sender's phone: 021-5057-4570 Sender's fax: 021-5057-4570 Sender's email: jim.bao@delphi.com.cn Sender's website: www.delphi.com.cn		<b>12. From (Shipper/Manufacturer)</b> Shipper's account number: 580008139 Shipper's name: Delphi China Technical Center Shipper's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Shipper's phone: 021-5057-4570 Shipper's fax: 021-5057-4570 Shipper's email: jim.bao@delphi.com.cn Shipper's website: www.delphi.com.cn		<b>13. To (Receiver/Consignee)</b> Receiver's account number: 142-8511 Receiver's name: Delphi China Technical Center Receiver's address: 299 Fu Te Zhong Road, Wai Gao Qiao Free Trade Zone Pudong, Shanghai, China Receiver's phone: 021-5057-4570 Receiver's fax: 021-5057-4570 Receiver's email: jim.bao@delphi.com.cn Receiver's website: www.delphi.com.cn		<b>14. Shipment details</b> Part No.: 26 x 19 x 9 Weight: 0.5kgs Volume: 1 Description: Delphi SCL8 Model Remote Control Unit		<b>15. For description of contents</b> The shipper certifies that the contents of this shipment are as described on the invoice and are not subject to any special handling or restrictions.	